# Exhibit 2

# Certification and Authorization of Named Plaintiff Pursuant to Federal Securities Laws

The individual or institution listed below (the "Plaintiff") authorizes and, upon execution of the accompanying retainer agreement by The Rosen Law Firm P.A., retains The Rosen Law Firm P.A. to file an action under the federal securities laws to recover damages and to seek other relief against VBit Technologies Corporation The Rosen Law Firm P.A. will prosecute the action on a contingent fee basis not to exceed one-third of the recovery and will advance all costs and expenses. All payments of fees and expenses shall be made only after Court review and approval. The VBit Technologies Corporation Retention Agreement provided to the Plaintiff is incorporated by reference herein and is effective, upon execution and delivery by The Rosen Law Firm P.A.

First Name:	ALISHA
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Middle Initial:

Last Name: MCKELLAR (LEE

Mailing Address: Citv:

State: Zip Code: Country:

Phone:

**Email Address:** 



#### Plaintiff certifies that:

- 1. Plaintiff has reviewed a complaint and authorized its filing or the filing of an amended complaint.
- 2. Plaintiff did not acquire the security that is the subject of this action at the direction of plaintiff's counsel or in order to participate in this private action or any other litigation under the federal securities laws.
- 3. Plaintiff is willing to serve as a representative party on behalf of a class, including providing testimony at deposition and trial, if necessary.
- 4. Plaintiff represents and warrants that he/she/it is fully authorized to enter into and execute this certification.
- 5. Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond Plaintiff's pro rata share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the court.
- 6. Plaintiff has made no transaction(s) during the Class Period in the debt or equity securities that are the subject of this action except those set forth below:

#### **Purchases:**

See Schedule A

Type of Security Buy Date # of Shares Price per Share Common Stock

Sales:

Type of Security Sale Date # of Shares Price per Share Common Stock

I have not sought to serve as a representative party on behalf of a class under the federal securities laws during the last three years, except if set forth below.

### Not applicable

I declare and certify under penalty of perjury, under the laws of the United States YES of America, that the foregoing information is true and correct.

By Signing below and submitting this certification form electronically, I intend to sign and execute this certification pursuant to California Civil Code Section 1633.1, et seq. - and the Uniform Electronic Transactions Act and retain the Rosen Law Firm, P.A. to proceed on Plaintiff's behalf, on a contingent fee basis.

Date of signing: 03/13/2023 05:45:30 at Eastern Standard Time, USA

2/2

### SCHEDULE A

### ALISHA MCKELLAR

### **CLASS PERIOD TRANSACTIONS**

### KEITH MCKELLAR THREE DIAMOND PACKAGE\*

DATE	DESCRIPTION	PRICE
1/7/21	Down Payment	\$59,184.00
3/17/21	Finance Payment	\$1,659.79
3/18/21	Finance Payment	\$1,642.20
4/1/21	Finance Payment	\$1,708.25
4/30/21	Finance Payment	\$1,697.43
5/30/21	Finance Payment	\$1,692.09
7/2/21	Finance Payment	\$1,707.40
7/27/21	Finance Payment	\$1,710.70
8/31/21	Finance Payment	\$1,698.82
9/28/21	Finance Payment	\$1,700.20
10/28/21	Finance Payment	\$2,000.21
11/29/21	Finance Payment	\$2,000.72
12/27/21	Finance Payment	\$2,000.00
1/30/22	Finance Payment	\$1,998.59
2/28/22	Finance Payment	\$2,495.43
3/28/22	Finance Payment	\$2,000.95
4/29/22	Finance Payment	\$2,496.62
5/31/22	Finance Payment	\$2,496.97
6/23/22	Finance Payment	\$2,002.38

### ALISHA MCKELLAR SILVER PACKAGE

DATE	DESCRIPTION	PRICE
11/12/20	Opening Payment	\$1,750.00
11/6/21	<b>Extension Payment</b>	\$1,885.00

### ALISHA MCKELLAR DIAMOND PACKAGE

DATE	DESCRIPTION	PRICE
7/22/21	Package Paid in Full	\$49,490.00

## KEITH MCKELLAR DIAMOND PACKAGE\*

DATE	DESCRIPTION	PRICE
10/12/21	Package Paid in Full	\$49,882.00

### ALISHA MCKELLAR PLATINUM PACKAGE

DATE	DESCRIPTION	PRICE
11/17/21	Package Paid in Full	\$15,548.00

#### ALISHA MCKELLAR BLACK DIAMOND PACKAGE

DATE	DESCRIPTION	PRICE
7/26/21	Down Payment	\$73,904.00
9/19/21	Finance Payment	\$2,500.48
9/28/21	Finance Payment	\$2,500.42
10/28/21	Finance Payment	\$2,501.80
11/29/21	Finance Payment	\$2,498.76
12/27/21	Finance Payment	\$2,500.00
1/30/22	Finance Payment	\$2,500.00
2/28/22	Finance Payment	\$2,500.16
3/28/22	Finance Payment	\$2,498.28
4/29/22	Finance Payment	\$2,499.69
5/31/22	Finance Payment	\$2,499.13
6/23/22	Finance Payment	\$2,501.80

<sup>\*</sup>Keith McKellar transactions assigned to Alisha McKellar

**ASSIGNMENT** 

Keith McKellar, the undersigned Assignor ("Assignor"), hereby assigns, transfers, and

sets over to Alisha McKellar all rights, title, ownership and interest of the Assignor in any and

all claims, demands, and causes of action of any kind whatsoever which the Assignor has or may

have arising from violations of the U.S. federal securities laws in connection with the purchase

by Assignor of the investment contracts of VBit Technologies Corp., VBit Mining LLC and/or

Advanced Mining Group. Further, the Assignor hereby appoints Alisha McKellar as his true and

lawful attorney-in-fact for the purpose of exercising all powers relating to such causes of action.

Alisha McKellar has agreed to remit any proceeds received as a result of this

Assignment to the Assignor.

successors and assigns.

This Assignment may not be revoked without the written consent of Alisha McKellar.

This assignment shall be binding upon and inure to the benefit of the parties, their

4/17/2023

--- DocuSigned by:

Executed on \_

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keith Mckellar

Keith McKellar